

**EXHIBIT "A"**

# PHILLIPS NIZER LLP

**Perry S. Galler**  
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March 18, 2008

Mr. Leslie Dick  
Principal  
Leslie Dick Worldwide, Ltd.  
60 East 42nd Street, Suite 1166  
New York, NY 10165

Dear Mr. Dick:

You have asked this firm ("Phillips Nizer") to serve as a consultant to Robert Hantman, Esq. on behalf of Leslie Dick Worldwide, Ltd. and yourself with respect to the appeal on the claims against various parties from interference with its bid to purchase the GM building. We appreciate this opportunity.

We are pleased to set forth our understanding of the terms of our engagement, subject to your approval. This engagement letter is also required by a New York court rule.

(11)  
LP  
You have agreed to pay Phillips Nizer a fee of \$10,000 upfront plus a bonus of ~~\$100,000~~ if the matter is resolved by either a reversal by the Appellate Division or through a settlement that you agree to accept. In addition, except as set forth in this letter, the terms set forth in Exhibit A attached hereto shall also apply. *payable at the time of payment of a settlement or judgment.*

You agree not to discuss this matter or the involvement of Phillips Nizer or its attorneys publicly under any circumstances, including any news or information services, without agreement in writing from Phillips Nizer. *(11)*  
*LP*

This letter (including its attachments) sets forth our entire agreement. If you do not agree with anything set forth in this letter or its attachments, please let us know immediately. In addition, we would be grateful if you would sign and return the enclosed page entitled "Approval of Engagement" at your first convenience together with the initial retainer.

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Received Time Dec. 10. 2008 12:17PM No. 0104

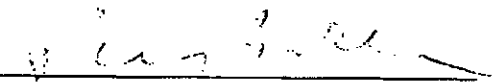
PHILLIPS NIZER LLP

Leslie Dick Worldwide, Ltd.  
March 18, 2008  
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We look forward to working with you on this matter.

Sincerely,

PHILLIPS NIZER LLP

By:   
Perry S. Galler

cc: Robert J. Hantman Esq

PHILLIPS NIZER<sub>LLP</sub>

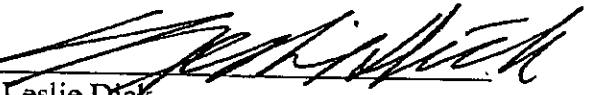
Leslie Dick Worldwide, Ltd.  
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**Approval of Engagement**

This is to confirm that I/we have read the foregoing letter, including its attachments, and I/we agree to its terms, effective as of the date upon which Phillips Nizer began to represent me/us.

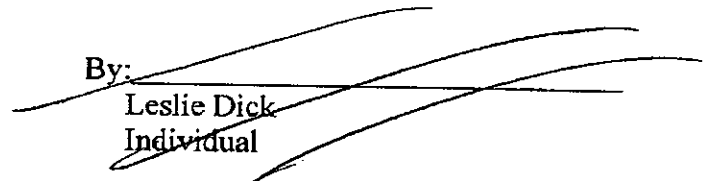
Dated: March 18, 2008

LESLIE DICK WORLDWIDE, LTD.

By:   
Leslie Dick  
Principal

Dated: March \_\_, 2008

Leslie Dick

By:   
Leslie Dick  
Individual

## **EXHIBIT A**

### **Terms and Conditions of Engagement**

The following terms and conditions shall apply to our relationship except as otherwise provided in the attached letter:

1. Legal services provided by Phillips Nizer LLP are, unless otherwise agreed to in writing, invoiced on the basis of the hourly rates regularly charged for each attorney and legal assistant assigned to the matter. We keep detailed records of time spent on each matter (in tenths of an hour). The hourly rates of our attorneys range from \$400 to \$625 for partners and counsel and from \$275 to \$470 for associates. Legal assistants have hourly rates from \$180 to \$250. These rates are reviewed periodically, usually once each year, and are changed from time to time to reflect changes in the value of each person's services and changes in the legal market generally.

2. Time will be charged for travel away from our offices and for work performed during the trip. On full day trips, there is a minimum charge of 8 hours per day, less any time spent on another client's matter during the trip. "Full day" means a day when the attorney is unable to work in our offices because of the trip.

3. We will normally submit a bill each month for services performed and disbursements recorded through the end of the prior month. Time entries not submitted during the month when services were rendered normally will be billed the month following their entry. Payment of each invoice will be due on receipt. If payment is made more than 30 days from receipt, interest will accrue on past due invoices at the rate of 1% per month, but not to exceed the legal rate.

4. You agree to reimburse Phillips Nizer for charges and expenses incurred by us in connection with our representation as provided in Exhibit B attached hereto. We will consult with you, whenever practicable, before incurring any unusual or substantial expense. We reserve the right to require that expenses in excess of \$250 be paid by you in advance or directly to the vendors supplying the services.

5. If this engagement includes the payment of a retainer, Phillips Nizer will apply such retainer to its charges for legal services and disbursements as provided in the attached letter. If you cease to be a client of Phillips Nizer with regard to a matter as to which you have paid a retainer or additional retainer, we will refund any retainer or additional retainer to the extent not applied to services and disbursements accrued prior thereto.

6. This agreement is on an at will basis and it may be terminated by either of us at any time, with or without cause, by written notice in which event you will pay us for all services rendered and expenses incurred through the date of such termination. If this engagement relates to a litigation or an arbitration matter and if either of us terminates it as above provided for any reason, then you will promptly select other counsel to represent you.

7. The attached letter and its attachments shall be governed by and interpreted pursuant to the laws of the State of New York, excluding its conflict of laws rules.

8. You have a right to arbitrate any fee dispute with us when the amount involved is between \$1,000 and \$50,000 (both inclusive) as provided in Part 137 of the Rules of the Chief Administrator of the New York State Courts, a copy of which will be provided upon request.

9. The terms of our engagement cannot be amended, discharged or terminated orally and the attached letter and its attachments represent our entire understanding, superseding all prior agreements and discussions.